

(Dow's Rep. vol. i. p. 259.*)

1813.

JAMES HAIG, Distiller at Lochrin, *Appellant* ;
 WM. HANNAY, Merchant, Kirkcudbright,)
 and ALEXANDER YOUNG, Writer to the } *Respondents*.
 Signet,

HAIG
 v.
 HANNAY, &c.

House of Lords, 17th May 1813.

SALE—PAYMENT OF PRICE—COMPENSATION.

Spirits were purchased by the respondent, Hannay, for which he granted a bill for £179. 16s. The respondent undertook to send a vessel for the spirits; and he was written repeatedly to requesting him to send the vessel. At last he sent a vessel for the spirits on 19th June, but she did not arrive until 18th July, by which time an additional duty had been imposed on spirits, and, in consequence of the appellant refusing to send the spirits, unless the additional duty were paid, the ship was delayed sometime in port at Leith. The respondent, in the meantime, had become bankrupt; and, when diligence was used on the bill, he suspended upon three grounds, 1st. That he had a claim of damages for not having sent the whisky on 19th June. 2d. That the master and owners of the ship had made a claim upon the suspender for the freight and demurrage, and that the appellant was liable to relieve him. 3d. Compensation for a decree obtained against him in the Admiralty Court, by the owners of the ship freighted, for freight which was paid by him. The Court of Session sustained this third reason of suspension. And this was affirmed in the House of Lords.

For the Appellant, *Wm. Adam, John Clerk, Geo. Cranstoun*.
 For the Respondents, *Sir Samuel Romilly, Fra. Horner*.

(Dow's Rep. vol. i. p. 255.)

JAMES HAIG, Distiller at Lochrin, *Appellant* ;
 JOHN NAPIER, Esq. of Mollance, *Respondent*.

House of Lords, 17th May 1813.

SALE—DAMAGES FOR NON-IMPLEMENT.

The respondent, who is a banker in Kirkcudbright, and a

* This for the year 1813 only.

1813. gentleman of considerable influence among his friends in that district, was applied to by the appellant, to lend him his aid and assistance in introducing his spirits into the market there. Mr. Napier did not deal in the spirit line, but consented, on the offer of the appellant, to take the forty puncheons offered, with a view of disposing of it among a few of his friends, and agreeing to give bill at three months from the date of invoice and bill of lading, "provided I have 2½ per cent. commission on the transaction, which I presume you will not consider an unreasonable commission for my trouble and risk. Shipped free on board at Leith." The bargain was thus concluded. The appellant contended that, as his duty terminated by shipping the spirits on board at Leith, it was incumbent on the respondent to find a vessel. There were no regular packets plying between that port and Galloway, by which the appellant could send the spirits. He had looked out for such vessel, but could neither find such, nor any vessel at Leith which would take the cargo of forty puncheons. At last the appellant's traveller wrote the respondent, desiring a vessel to be sent for the spirits, this was agreed on. This vessel arrived in Leith, only after an additional duty had been laid on the spirits, and the appellant therefore declined to proceed with the bargain at the former price. In an action for implement and damages: Held the appellant liable in damages for failing to implement the contract of sale. Reversed in the House of Lords, and defences sustained, and defender (appellant) assoilzied.

For the Appellant, *Wm. Adam, Geo. Cranstoun.*

For the Respondent, *Sir Samuel Romilly, Fra. Horner.*

(Dow's Rep. vol. i. p. 223.)

ROBERT SHARP, and JOHN MACKENZIE, Merchants in Glasgow,	} <i>Appellants;</i>
MESSRS. BURY, LLOYD and COMPANY, Merchants and Calico-Printers in Manchester, and JOHN LANG, Writer in Glasgow, their Attorney,	
	} <i>Respondents.</i>

House of Lords, 17th May 1813.

SUBMISSION—DECREE ARBITRAL—SALE OF GOODS—QUALITY.

The appellants traded with America and the West Indies,